BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

BID ENQUIRY NO.

BESCOM/GM(M&C)/127/RO/2023-24

BIDDING DOCUMENTS

For

Sale of single phase, three phase whole current and three phase CT operated Static Meters for prospective consumers on rate contract basis in retail outlets and for procurement of meters for arranging power supply to new connections under Janasnehi and for replacement of defective /burnt-out meters on need basis against Purchase orders placed for O&M Divisions in Retail Outlets of BESCOM for a period of one year extendable for another one year or till implementation of Smart meters whichever is earlier in CTZ area of BESCOM.

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

INSTRUCTION TO THE BIDDERS

1.0 SCOPE OF WORK:

The Bangalore Electricity Supply Company Limited invites tender for "*Sale of single phase, three phase whole current and three phase CT operated Static Meters for prospective consumers on rate contract basis in retail outlets and for procurement of meters for arranging power supply to new connections under Janasnehi and for replacement of defective /burnt-out meters on need basis against Purchase orders placed for O&M Divisions in Retail Outlets of BESCOM for a period of one year extendable for another one year or till implementation of Smart meters whichever is earlier in CTZ area of BESCOM*", conforming to technical specifications stipulated in the tender. However, BESCOM at its discretion may place PO's for any other purpose if necessary.

2.0 The approximate one year requirement of all types of meters in Zone is approx. 1,12,900 Nos. These meters are required for new service connection works, *Janasnehi Vidyuth sevegalu* and for replacement of MNR/DC on need basis against purchase orders placed by Corporate office or concerned O&M officers.

3.0 The tender will be invited as below :

Scope of work	Approximate sale of meters (in Nos)	Amount put to tender in Crores	EMD amount (Rs. in lakhs)
Sale of single phase, three phase whole current and three phase CT operated Static Meters for prospective consumers on rate contract basis in retail outlets and for procurement of meters for arranging power supply to new connections under Janasnehi and for replacement of defective /burnt-out meters on need basis against Purchase orders placed by O&M Divisions in Retail Outlets of BESCOM for a period of one year extendable for another one year or till implementation of Smart meters	1ph-1,03,300 3phWC-7,300 3phCTOP-2,300	12.12	Rs.12,12,000/- (Rs.10 lakhs in e procurement portal & balance Rs.2,12,000/- shall be furnished by way of Bank Guarantee in favour of General Manager, Meter & Commercial, BESCOM, Bangalore

Scope of work	Approximate sale of meters (in Nos)	Amount put to tender in Crores	EMD amount (Rs. in lakhs)
whichever is earlier in **CTZ, (Davangere & Tumkur Circles) area of BESCOM.**			issued from Nationalized /scheduled bank.)

Note: The quantity may vary based on the Technological advancements and MoP/GoI/GoK/KERC directions, as such BESCOM has no binding on the quantity whatsoever put for this tender and reserves right to cancel or withdraw the rate contract fully/ partially at a later date after the rate contract order is issued in the interest of the company without assigning any reason. BESCOM is not responsible on the financial implications to the bidder in this regard.

4.0 In view of huge quantity of meters required, BESCOM intends to finalize the bid in four enquiries in order to encourage wider participation and to avoid dependency on single firm.

4.1 Tender Enquiries:

1. BESCOM/GM(M&C)/124/RO/2023-24,
2. BESCOM/ GM(M&C)/125/RO/2023-24,
3. BESCOM/GM(M&C)/126/RO/2023-24 &
4. BESCOM/GM(M&C)/127/RO/2023-24.

5.0 Since uniform meter rates are to be finalized in BESCOM in all the tender enquiries mentioned under clause 4.1 and to avoid dependencies on single firm following conditions are incorporated in the tenders:

5.1 Participation: The bidders can participate in any/ all the tender enquiries. Limitation of issue of “contract order” shall be restricted to maximum two for one bidder. However to avoid dependencies, the contract order of more than one tender enquiry is at the discretion of BESCOM.

5.2 Base Price: The lowest rate quoted of all the enquiries mentioned under clause 4.1 for each type of meter shall be considered as base price to negotiate for matching to lowest price by other bidders of other tender enquiries in the ascending order of the rates quoted.

5.3 Limitation of issue of Contract order: For allotment of Contract order,

- Least average of quoted price for all types of meters will be considered in particular enquiry. .
- If the bidder is L1 in more than one Enquiry considering least average, in such case the lowest rate obtained against the enquiry for each type of meter may be offered to L2 bidder among Enquiries to match the base price.
- If the bidders agree to match the base price, the other Enquiry may be allotted to L1 bidder of the respective Enquiry.
- If L-1 bidders of other Enquiries are not willing to match the base price obtained among all enquiries, then L-2 bidders (next least average) may be considered provided the bidders agree to match base price among all enquiries and so on.
- This condition is applicable only for allotment of contract orders and not for any other purpose.

Note: All these enquiries are to be finalized at once in order to arrive at uniform rate in BESCOM. In case, no bidders participate in any of the enquiries, then all the four enquiries will be cancelled.

6.0 The bidder shall give an undertaking as per **Annexure VII** stating that in case they are L1 in more than one enquiry mentioned under clause 4.1, they can't claim rights what so ever to obtain "contract order" in the whole BESCOM and must agree to the decision of BESCOM w.r.t. allotment of "contract order" to the other responsive bidders as stated in clause 5.0 above.

7.0 PERIOD OF VALIDITY OF BIDS :

7.1 Bids shall be kept valid for acceptance for a period of **180 days** from the date of opening of Bids, excluding the date of Bid opening. A Bid valid for a shorter period shall be rejected by the BESCOM as non-responsive.

7.2 In exceptional circumstances, the BESCOM may solicit the Bidder's consent to an extension of the period of the validity. The request and the response there to shall be made in writing. In the event the extension is granted, the Bidders will not be permitted to modify their Bids.

8.0 COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation & submission of their bid and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or out-come of the Bidding process.

9.0 BIDDDING DOCUMENTS

9.1 The goods required, works to be executed, bidding procedures & contract terms are prescribed in the Bidding documents.

9.2 The Bidder is expected to examine all instructions, terms and specifications in the Bidding documents. Failure to furnish all information required in the Bidding documents or submission of a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk & may result in the rejection of the Bid.

10.0 CLARIFICATION ON BIDDING DOCUMENTS

10.1 A bidder requiring any clarifications regarding Bidding documents may notify the General Manager (Ele.,) Meter & Commercial, BESCOM, in writing or e-mail to gmmcom123@gmail.com on or before date notified in the e-portal. The General Manager Ele., Meter & Commercial, Corporate Office, BESCOM will respond to any request for clarification of the Bidding documents, which he receives not later than prior to the deadline given.

10.2 The bidder is required to carefully examine the specifications and documents and fully familiarize himself as to all the conditions and matters which may, in any way, affect supplies and services to be provided and/or the cost thereof. If the bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once make a request for an interpretation/ clarification.

10.3 Verbal clarifications and information given by BESCOM or its employees or its representatives shall not in any way be binding on BESCOM.

11.0 AMENDMENTS OF BIDDING DOCUMENT

11.1 At any time prior to the deadline for submission of Bids, GM(M&C), BESCOM may, for any reason whether at his initiative or in response to a clarification requested by a Bidder, modify the Bidding documents by amendment.

11.2 The amendment will be issued in e-procurement portal and such amendment will be binding on them.

11.3 In order to afford Bidders reasonable time to take the amendment into account in preparing their Bids, GM(M&C), BESCOM may at his discretion extend the deadline for submission of the Bids.

12.0 LANGUAGE OF BID

The Bid prepared by the Bidder & all the correspondence & documents relating to the Bid exchanged by the Bidder & GM(M&C), BESCOM shall be written in **English language**.

13.0 NUMBERING OF SHEETS

All the sheets including the enclosures of the tender documents uploaded should be numbered serially and the total number of sheets in each set shall be predominantly indicated in the facing sheet.

14.0 EARNEST MONEY DEPOSIT & TENDER PROCESSING FEE:

"Bidders shall pay Tender Processing Fee and EMD through online e-payment modes as provided in e-Procurement portal". EMD shall be paid within the due date.

The EMD amount payable is as shown below:

EMD amount in Rs	Particulars
Rs.12,12,000/-	Rs.12,12,000/- (Rs.10 lakhs in e procurement portal

	& balance Rs.2,12,000/- shall be furnished by way of Bank Guarantee in favour of General Manager, Meter & Commercial, BESCOM, Bangalore issued from Nationalized /scheduled bank.)

14.1 Tenders without accompanying the EMD will be rejected. No correspondence will be entertained in this regard. EMD is payable irrespective of any other permanent or other EMD already paid by the Bidder for any other purpose. Postal Orders or Cheques will not be accepted. Any request for adjustment of amount due from BESCOM towards the EMD will not be entertained.

14.2 The Earnest Money so deposited will be liable for forfeiture:-

a) If the Bid which it covers, is withdrawn before the Bidder received formal intimation as to the BESCOM's decision in regard to his tender within validity of the Bid, OR

b) If the successful Bidder fails to deposit the security deposit and fails to execute the Contract Agreement within 15 days of formal intimation by BESCOM.

14.3 Permanent EMD will not be considered.

14.4 Earnest Money Deposit of the successful Bidder will be refunded after furnishing Performance guarantee & after execution of Contract Agreement.

14.5 The EMD of the unsuccessful bidders shall be returned after the successful Bidders execute the contract agreement or if the enquiry initiated is dropped or closed.

15.0 BID FORM

15.1 The bidder shall upload all the documents & documentary evidences in the e-procurement website.

15.2 The bid must contain the name, designation and places of business of the person or persons making the bid and must be signed and sealed by the bidder with usual signature. The name(s) of person(s) signing should also be typed or printed below the signature(s).

16.0 SUBMISSION OF BID:

Bids shall be submitted in 2 parts viz,

(i) Techno Commercial Bid &

(ii) Price Bid.

17.0 DOCUMENTS COMPRISING THE BID

Bid form duly signed by the authorized signatory of the bidder, Bid proposal sheets duly filled in and signed and complete in all respects.

18.0 INFORMATION REQUIRED WITH THE PROPOSAL

18.1 Oral statements made by the Bidder at any time regarding quality or arrangements of the equipment or any other matter will not be considered.

18.2 Standard catalogue pages and other documents may be used by the Bidder in the Bid to provide additional information and data as deemed necessary by the Bidder.

18.3 As regards the provision of the Bidding documents other than those listed in the Bid document, in case the 'Proposed information contradicts the Specification requirements', specifications requirements shall govern, unless otherwise brought out clearly in the technical/Commercial deviation schedule, in the Bid.

18.4 No deviation whatsoever, in the following conditions of the Bidding documents is permitted.

- Validity of offer
- EMD
- Contract Performance security
- Payment terms
- Guarantee
- Technical conditions

18.5 Bidders are advised that while making Bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above will be disqualified.

19.0 BID PRICES, TAXES & DUTIES:

19.1 The Bidder shall furnish Unit computed FORD price inclusive of all applicable taxes and duties in the e-procurement portal and also furnish the breakup of prices. The breakup of prices should contain Ex works price and applicable GST (IGST & CGST separately if applicable) on e-procurement portal.

19.2 Statutory Taxes and duties will be paid as indicated by the bidder in the Price Bid.

19.3 If there is any concession/reduction in the taxes and duties by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.

19.4 If there is any enhancement in the statutory taxes /introduction of new tax, due to change in policies by the Central/ State Government, then such enhanced taxes/ any new taxes will be payable by BESCOM.

19.5 No claim for any increase towards statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the Contractor.

19.6 Price variation is not permissible under any circumstances. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between words and figures, the amount advantageous to the Owner will prevail. If the Bidder does not accept the correction of the errors as above, its bid will be rejected and the amount of Bids security will be forfeited.

19.7 VOID

19.8 Any variation in the rates etc., will not be allowed on any ground, such as mistake, misunderstanding etc., after the bid has been submitted.

19.9 The Bidder shall quote only in Indian Rupees.

20.0 OPENING OF THE BIDS & PRELIMINARY EXAMINATION:

20.1 General Manager, Meter & Commercial, BESCOM will open the Bids on the specified date & time.

20.2 If the date of the opening of tender happens to be a holiday, the same will be opened on the next working day.

20.3 General Manager, Meter & Commercial, BESCOM will examine the Bids to determine whether they are complete, whether the Bidder satisfies the eligibility criteria, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

21.0 EVALUATION OF THE TENDERS:

21.1 The techno – commercial evaluation:

For purpose of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviation & conforming to technical specifications.

21.2 The Techno-commercial Bids will be evaluated on the following points but not restricted to the same.

a) Payment of the EMD
b) Qualifying Requirements,
c) Completeness of the offer to carry out all the works as per requirement.
d) Technical requirements as per specifications, & conforming to all terms and conditions, without any deviations.
e) Acceptance for payment terms & conforming to all terms and other commercial conditions etc., as specified in the terms and conditions of the Bid.

21.3 However, the General Manager El., Meter & Commercial, may waive any minor informality or non-conformity or irregularity in a Bid, which

does not constitute to a material deviation provided, such waiver does not prejudice or affect the techno- commercial terms & conditions.

22.0 OPENING OF THE PRICE BIDS & PRELIMINARY PRICE EVALUATION

22.1 The price Bids of "Techno-Commercial" responsive Bids shall be opened.

22.2 VOID

22.3 Conditional tenders are liable to be rejected at the discretion of the tender accepting authority.

23.0 Notwithstanding any of the clauses, the General Manager Ele., Meter & Commercial reserves the right to accept or reject any Bid and to annul the Bidding process and reject all the Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder/Bidders of the grounds for the General Manager Ele., Meter & Commercial's action.

24.0 DISCOUNTS / REBATES :

Discounts / rebates whatsoever shall not be considered for evaluation purposes.

25.0 NOTIFICATION OF AWARD

25.1 Prior to the expiration of the period of Bid validity, BESCOM will notify the successful Bidder in writing by registered letter or by e-mail that his Bid has been accepted.

25.2 The final acceptance of the Bids will rest with the General Manager Ele., Meter & Commercial, who does not bind himself to accept the lowest or any Bid or assigning any reason what so ever.

25.3 The authority competent to accept the tender reserves the right to reject any or all tenders or award contract only in part without assigning any reasons whatsoever. Tenders not complying with any of the requirements cited in the bid are liable for rejection at the discretion of the General Manager Ele., Meter & Commercial. The

Bidders shall be presumed to have carefully examined the conditions and specifications of work & to have fully acquainted themselves with all details at site, locations, materials, geological formations, weather characteristics, labour conditions etc., pertaining to the work.

25.4 The Bidder shall abide by the rules in force regarding Workman's Compensation act.

26.0 PERFORMANCE GUARANTEE/ SECURITY DEPOSIT & CONTRACT AGREEMENT

26.1 The Successful Bidder shall remit within 15 days from the date of issue of letter of intent to award, a PERFORMANCE GUARANTEE/ SECURITY DEPOSIT in the form of Bank Guarantee from the Scheduled Commercial Bank endorsed in favour of General Manager, Meter & Commercial, BESCOM, Bangalore. The Performance Bank Guarantee amount shall be equal to five percent (5%) of the contract value valid beyond two months after the completion of the guarantee period of meters on a yearly renewable basis and it shall guarantee the faithful performance of the Contract in accordance with the Terms & Conditions specified in the Documents & Specifications. All expenses incurred for completing and stamping the contract agreement shall be borne by the successful firms.

26.2 The Contract Performance Guarantee amount shall be unconditional and irrevocable and the amount therein shall be payable to the Owner on demand without any condition whatsoever.

26.3 The above performance guarantee shall be furnished on the day of execution of the agreement.

26.4 The successful Bidder shall enter into an agreement with BESCOM within 15 days from the date of issue of letter of intent to award, according to the conditions of Contract, on Karnataka Government non judicial stamp paper of value Rs.200/-.

26.5 The Security Deposit/BG will be discharged at the end of successful

completion of Guarantee period.

27.0 The meters shall be guaranteed for a period of **5 years** from the date of receipt of material. The meters declared defective by the consignees and / or by meter testing lab shall be replaced by the supplier upto the full satisfaction of the purchaser at the cost of supplier within 3 days of information by purchaser/ stores officer. The guarantee for the replaced meters shall start from the date of such replacement which shall be marked on name plate. In case defective meters are not replaced with in stipulated period, the penalty as per clause of delay in delivery shall be applicable.

28.0 Report in detail for the meters sold and the stock position available in the outlets shall be furnished to the owner daily.

29.0 The bidder shall sell single phase/three phase whole current/three phase CT operated Energy Meters in retail outlets and supply the meters for Janasnehi Vidyuth sevegalu /replacement of MNR/DC against purchase orders placed by Corporate office or concerned O & M Officers, as per the rates approved in the contract order.

30.0 BESCOM will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.

31.0 QUALITY ASSURANCE PLAN (QAP):

31.1 The Bidders shall invariably furnish the following information along with his bid:

a. Statement giving list of important raw materials, names of sub-suppliers for the raw materials, list of standards according to which the raw materials are tested. List of tests normally carried out on raw materials in presence of bidder’s representative & copies of test certificates.

b. Information and copies of test certificates as in (a) above in respect of bought out accessories.

c. Principle of operation of the meter, outlining the methods and the stages of computation of various parameters starting from input

voltage and current signals including the sampling rate, if applicable shall be furnished by the bidder.

d. The bidder shall furnished details of memory used in the meter.
e. List of manufacturing facilities available.
f. Level of automation achieved and lists of areas where manual processing exists.
g. List of areas in manufacturing process, where stage inspections are normally carried out for quality control and details of such test & inspections.
h. List of testing equipment available with the Bidder for final testing of equipment specified and test plant limitation, if any, vis-à-vis the type, special acceptance and routine tests specified in the relevant standards and this specification. The limitations shall be very clearly brought out in schedule of Deviation provided with the tender.

32.0 The design life of the meter shall be 10 years and to prove the design life, the firm shall have at least the following quality assurance plan :

a. The factory shall be completely dust proof.
b. The testing rooms shall be temperature and humidity controlled as per relevant standards.
c. The testing and calibrating equipments should be Automatic and all test equipment shall have their valid calibration certificates.
d. Power supplies used in testing equipment shall be distortion free with sinusoidal wave- forms and maintaining constant voltage current and frequency as per the relevant standards.
e. During the manufacturing of the meters the following checks shall be carried out.
    i. Meter frame dimensions tolerance shall be minimum.
    ii. The assembly of parts shall be done with the help of jigs and fixtures so that human errors are eliminated.
    iii. The meters shall be batch tested on automatic, computerized test bench and the results shall be printed directly without any human errors.

33.0 The offers shall be in General Conformity with the Specifications. Any Technical/Commercial Deviations from the Specifications shall be clearly brought out in the Offer.

34.0 Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified if they have,

a) Made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and/or
b) Record of poor performance such as poor quality of Product, not properly completing the Contract, inordinate delays in supply completion, or financial failures etc.
c) Purchaser will reject the offer if all the required data on qualifying requirements are not furnished in the Technical Bid.
d) Bids will be rejected outright, if the Guaranteed Technical Particulars (GTP) are not furnished with the Technical Bid.
e) The Bidder shall furnish documentary evidence in support of the qualifying requirements stipulated as above.
f) The Bidder shall have adequate installation facilities and capacities including quality control.
g) The offers shall be in Conformity with the Specifications. Any Technical/Commercial Deviations from the Specifications shall be clearly brought out in the Offer.

35.0 The firm shall display the maximum price duly indicating the basic price, tax etc. and produce all records for payment of taxes to concerned authorities when demands.

Note: Each type of meter shall be considered wherever applicable.

Sd/-

General Manager Ele.,
Meter & Commercial,
BESCOM.